

## TRAINING ON DEMAND FULL ACCESS AGREEMENT

This Full Access Agreement allows You to use the Training on Demand service as described below.

COMPANY: <u>Town of Whitestown (You)</u>	ACCOUNT #: <u>201030031</u>
CUSTOMER NAME: <u>Johnetta Roberts</u>	DATE: <u>7/11/2017</u>
ADDRESS: <u>6210 Veterans Dr.</u>	
CITY, STATE, ZIP: <u>Whitestown, IN 46075</u>	

Dates	No. of Learners	Service Description	Price per Learner	Total Price
Start: 07/24/2017 End: 07/31/2018	120	Online Interactive (Subscription Service)	\$37.50	\$4,500.00
Start:    /    / End:    /    /				

### Launch Service

Start & End Dates	No. of Learners	Total Price*
Start: 05/01/2017 End: 07/01/2017	120	\$500

\*Prices do not include any applicable sales taxes. Total cost to be invoiced upon implementation of training.

❖ **Launch Service price includes:**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Initial user training            | <input type="checkbox"/> Initial student group import |
| <input checked="" type="checkbox"/> Configuration of site            | <input type="checkbox"/> Initial enrollments          |
| <input checked="" type="checkbox"/> Course curriculum initial set-up | <input type="checkbox"/> Other:                       |

❖ **For additional services, a separate document, requiring signature, will be provided.**

☐ **Oil & Gas Interactive Courses**

Dates	No. of Learners	Oil & Gas Interactive Titles	Price per Learner	Total Price
Start:    /    / End:    /    /		Select one:		
Start:    /    / End:    /    /				

**Additional Provisions:**

As stated in Attachment A.
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## Training on Demand Full Access Agreement Terms of Use

This Full Access Agreement ("Agreement") allows You to have multiple Training on Demand account owners access the same Training on Demand account with a single subscription.

**ITEM 1:** J. J. Keller shall have the right, upon reasonable notice, during the term of your License (License is defined in Training on Demand Terms of Use at [jjkellertraining.com](http://jjkellertraining.com)) to use Training on Demand and for twelve (12) months thereafter, to audit how Training on Demand content was used and have access to records and all other documents related to this License and use of the content. If an audit is conducted, it will be during your regular business hours and J. J. Keller representatives shall be accompanied by your representatives and subject to your security procedures in the conduct of such audit. In the event such an inspection reveals use which does not conform with your License to use Training on Demand, J. J. Keller shall have the right to:

- a. Retroactively assess fees; these fees will be due and payable immediately; and/or,
- b. Terminate this license and require You to immediately cease use of Training on Demand content and/or any work product(s) which contain Training on Demand content; and/or
- c. Pursue legal remedies at any time by notice to You should You violate any provision of this Agreement.

**ITEM 2:** You acknowledge that You are responsible for ensuring that Your locations have the ability to stream Training on Demand content. If a location is unable to stream content, You may choose to purchase it from J. J. Keller in another format.

**ITEM 3:** The term of this License for use of Training on Demand content shall be as specified in the Dates column on page 1 of this Agreement.

**ITEM 4:** J. J. Keller will provide You with usual and customary technical support (issues related to connectivity and access) or content support.

All other Training on Demand Terms of Use found at [www.jjkellertraining.com](http://www.jjkellertraining.com) apply to You.

**Offer Date:** June 26, 2017    **Sales Representative:** Lou Gipp

### Approvals:

**Customer Approval:** I agree to the terms of this Training on Demand Full Access Agreement and will pay the associated invoice according to its term.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Name: Dax Norton

Title: Town Manager

### J. J. Keller Approval:

\_\_\_\_\_  
J. J. Keller Representative Signature

\_\_\_\_\_  
Date

Name: Jay Birschbach

Title: Sr. Sales Manager

**TOWN OF WHITESTOWN  
UNIFORM SERVICE AGREEMENT ADDENDUM**

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.
2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.
3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam- era veteran status, nor commit any unfair employment practices.
4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.
5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.
6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.
7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.
8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.
9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

11. This Addendum and any rights and obligations between Whitestown and Provider shall be governed, construed, and enforced in accordance with the laws of the State of Indiana without regard to principles of conflict of laws of such state. Any disputes between the parties shall be brought in a court sitting in the State of Indiana, and any provision requiring alternative dispute resolution or arbitration shall be void. Whitestown shall not be subject to the jurisdiction of the court of any other state by virtue of its relationship with Provider.

12. No official director, officer, employee, or agent of Whitestown shall be charged personally by Provider, its employees, or agents with any liabilities or expenses of defense or be held personally liable to Provider under any term or provision or because of the execution of any agreement or addendum or because of any default by Whitestown.

13. Any obligation of Whitestown shall be subject to sufficient appropriations as provided by Indiana law.

14. Absent negligence, Whitestown will not be liable for any damage resulting from an event of force majeure, including but not limited to a strike, vandalism, power failure, lock out, labor dispute, embargo, flood, earthquake, storm, dust storm, lighting, fire, epidemic, act of God or nature, war, national emergency, civil disobedience, riot, act of sabotage or terrorism, restraint by court order or order of another governmental authority, or any other unexpected and/or uncontrollable events. Whitestown shall further not be liable for any consequential damages.

15. Provider shall enroll in and verify the eligibility status of all newly hired employees of Provider through the EVerify program as outlined in I.C. § 22-5-1.7; however, Provider is not required to verify the work eligibility status of all newly hired employees of Provider through the E-Verify program if the E-Verify program no longer exists.